

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM561994

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DENT WIZARD INTERNATIONAL CORPORATION		02/05/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
Street Address:	10 SOUTH DEARBORN STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	88417258	CARNICA	
Registration Number:	5808624	EVOLUTION	
Registration Number:	5580681	NUKEY	
Serial Number:	87826567	ALWAYSNU	
Registration Number:	5485205	KHS	
Registration Number:	4944354	KNOW-HOW SYSTEMS	
Registration Number:	4845277	KHS	
Registration Number:	5209713	INTELLUS AUTOMOTIVE SYSTEMS	
Registration Number:	5209712	INTELLUS	
Registration Number:	4731124	WIZARDPRO TRACKER	
Registration Number:	3961152	DING SHIELD	
Registration Number:	3348465	DING SHIELD	
Registration Number:	3640855	FRONTLINE FAST	
Registration Number:	3596325	FRONTLINE FAST	
Registration Number:	2816217	PDR FOR PROFIT	
Registration Number:	2549092	CHIP WIZARD	
Registration Number:	1712244	DENT WIZARD	
Registration Number:	1657006	DENT WIZARD	

CH \$490.00 88417258

Property Type	Number	Word Mark
Registration Number:	2907749	INTERIOR MAGIC

CORRESPONDENCE DATA

Fax Number: 2124552502
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (212)455-3605
Email: ksolomon@stblaw.com
Correspondent Name: GENEVIEVE DORMENT, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2179
NAME OF SUBMITTER:	GENEVIEVE DORMENT
SIGNATURE:	/GD/
DATE SIGNED:	02/13/2020

Total Attachments: 5
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GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of February 5, 2020 (this "Agreement"), is made by Dent Wizard International Corporation, a Delaware limited liability company (the "New Grantor"), in favor of JPMorgan Chase Bank, N.A., as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of December 14, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among DT Intermediate, LLC, a Delaware limited liability company (immediately following consummation of the Holdings Assumption on the Closing Date, "Holdings"), BCPE DT MERGER SUB 2, LLC, a Delaware limited liability company ("Merger Sub" or the "Initial Borrower"), DEALER TIRE, LLC, a Delaware limited liability company ("Dealer Tire", and immediately following consummation of the Borrower Assumption on the Closing Date, the "Effective Date Borrower"), the Lenders from time to time party thereto, and JPMorgan Chase Bank, N.A., as the Administrative Agent and the Collateral Agent, the Lenders and Letter of Credit Issuers have severally agreed to make their respective loans and extensions of credit to Holdings, the Borrower and the Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Initial Borrower, the Effective Date Borrower and any Subsidiaries of the Borrower that are or become a party thereto as Grantors, have executed and delivered the Security Agreement, dated as of December 14, 2018 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Supplement dated as of February 5, 2020, New Grantor became a Grantor under the Security Agreement;

WHEREAS, pursuant to the Security Agreement, New Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Letter of Credit Issuer to make their respective Extensions of Credit to Holdings, the Borrower and the Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings, the Borrower and/or the Restricted Subsidiaries, New Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the New Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the following property owned by such New Grantor or in which such New Grantor has any right title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, but excluding the Excluded Property.

(i) Trademarks, including the Trademarks listed on Schedule A hereto, and all extensions or renewals thereof, (ii) all rights, priorities and privileges related thereto, and (iii) all rights to sue at law or in equity for any infringement, dilution or other violation or impairment thereof, including the right to receive all Proceeds therefrom; but excluding any "intent to use" Trademark application filed in the United States Patent and Trademark Office unless and until an amendment to allege use or a statement of use has been filed with, and accepted by, the United States Patent and Trademark Office to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such "intent to use" Trademark application or any registration issuing therefrom under federal law;

3. Purpose. This Agreement has been executed and delivered by New Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of New Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such New Grantor, execute, acknowledge, and deliver to New Grantor an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral of such New Grantor under this Grant of Security Interest in Trademarks.

5. Acknowledgment. New Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

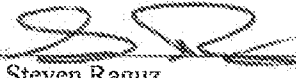
6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

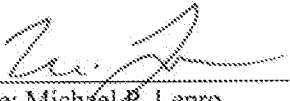
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

DENT WIZARD INTERNATIONAL CORPORATION,
as New Grantor

By: 
Name: Steven Raguz
Title: Executive Vice President and Treasurer


[Grant of Security Interest in Trademark]

JPMORGAN CHASE BANK, N.A.,
as the Collateral Agent

By: 
Name: Michael P. Lepro
Title: Authorized Officer

[Grant of Security Interest in Trademark]

SCHEDULE A
U.S. Trademark Registrations and Applications

Mark	Application Number	Application Date	Registration Number	Registration Date
CARNICA	88417258	5/6/19	—	--
EVOLUTION	88158882	10/17/18	5808624	7/16/19
NUKEY	87827836	3/9/18	5580681	10/9/18
ALWAYSNU	87826567	3/8/18		
KHS Stylized 	87645181	10/13/17	5485205	6/5/18
KNOW-HOW SYSTEMS	86578022	3/26/15	4944354	4/26/16
KHS	86575848	3/25/15	4845277	11/3/15
INTELLUS AUTOMOTIVE SYSTEMS Design 	86350232	7/28/14	5209713	5/23/17
INTELLUS	86350179	7/28/14	5209712	5/23/17
WIZARDPRO TRACKER	86386322	9/5/14	4731124	5/5/15
DING SHIELD Design 	85116958	8/26/10	3961152	5/17/11
DING SHIELD	78926072	7/10/06	3348465	12/4/07
FRONTLINE FAST Design 	77441983	4/7/08	3640855	6/16/09
FRONTLINE FAST	77441979	4/7/08	3596325	3/24/09
PDR FOR PROFIT	76429425	7/3/02	2816217	2/24/04
CHIP WIZARD	76030886	4/20/00	2549092	3/19/02
DENT WIZARD Design 	74224814	11/25/91	1712244	9/1/92
DENT WIZARD	74033039	2/27/90	1657006	9/10/91
INTERIOR MAGIC	76521705	6/10/03	2907749	12/7/04